

**Addendum No. 3 to RFP No. M07-1-7764-024  
For Technical Support Effort Personnel (TSEP)  
May 27, 1999**

In regard to the subject RFP, the following questions and corresponding answers are being provided to all proposers on this TSEP RFP website. Please acknowledge receipt of Addendum No. 3 in your proposal (i.e., Attachment A-1, ACKNOWLEDGMENT, Item 7). Addendum No. 1 covered Questions 1 through 3. Addendum No. 2 covered Questions 4 through 29.

30. Question

How many hours of training per employee, on average, have the current JPL contractor employees taken in the past twelve months that is non-JPL specific including professional development?

Answer 30

JPL has no data on non-JPL-specific contractor-provided training.

31. Question

In Volume III – Past Performance, under synopses of similar contracts, how much detail is expected for the job descriptions of the personnel provided?

Answer 31

Give as much detail as possible within the 2-page limit per contract under discussion.

32. Question

With respect to Attachment A-6, paragraph (d), is this contract considered to be a service contract? If yes, please confirm that bidders are not required to complete (by checking one of the boxes) in the last paragraph (the Agreement portion) of this Attachment.

Answer 32

This is considered to be a service contract. Proposers do not need to complete the “Certification,” second paragraph on page 2 of 2 of the form.

33. Question

In the Specimen Contract, Article 3, Ceiling Price, Rates and Reimbursements, paragraph 8.2, would the Contractor be reimbursed for overtime at premium rates (time and one half or double time, as appropriate) for personnel not subject to the Service Contract Act, but defined as non-exempt by the Department of Labor guidelines?

Answer 33

For added clarity, Article 3, “Ceiling Price Rates and Reimbursements,” paragraph 8.2, page K, of the Specimen Contract has been revised to add the word “exempt” as shown below:

“8.2 For exempt personnel not subject to provisions of the Service Contract Act, the Contractor shall be reimbursed no more than straight time for any hours worked over 40 hours in a work week, and for personnel who are subject to the provisions of the Service Contract Act, the Contractor shall be reimbursed no more than time and one half or double-time, as appropriate, for any hours worked over 40 hours in a work week.”

34. Question

In the Specimen Contract, Article 3, Ceiling Price, Rates and Reimbursements, paragraph 14.0, would the Contractor be reimbursed for safety shoes (may be considered as Personal Protective Equipment, but not listed) and for uniforms for certain classifications of employees?

Answer 34

Yes, except for uniforms, per Article 3, "Ceiling Price, Rates, and Reimbursements," paragraph 14.1 of the Specimen Contract.

35. Question

Provide Exhibit E, General Provisions, Part II. It was listed but not included in the released RFP.

Answer 35

Exhibit E does not exist. Exhibit E is shown as "Reserved" on p. 1 of the General Provisions form, JPL 4465 R 1/95.

36. Question

Will JPL make Group A attachments available in Word format?

Answer 36

No, see Answer 16, Addendum 2.

37. Question

Reference page 2 of 5, paragraph 1.2, Management Proposal volume. Will resumes be required of all indirect staff (personnel administrator, recruiter, administrative assistant), only the personnel administrator, or not required at all?

Answer 37

Brief resumes or experience summaries should be provided for the Personnel Administrator and the Recruiter(s).

38. Question

Reference page 1 of 5, Type I and Type II. Type I and Type II Classifications are too similar/confusing. You stipulate the following labor classifications in both types: Various scientists, computer programmers, and hardware and software engineers—please clarify.

Answer 38

Type I and Type II overlap because Type II is a subset of Type I. Type I contractors provide ALL personnel labor classifications shown in Exhibit 13 to the Specimen Contract. Type I contractors provide various trades, "blue-collar," and technical personnel. Type II is limited to specific categories of technical personnel.

39. Question

Reference General Instructions, page 8 of 9, Section 13.1.4:

- a. Is there an anticipated schedule for oral discussions?
- b. Will there be a limit on the number of contractor personnel attending the oral discussions?
- c. Will JPL require certain contractor personnel to attend oral discussions?

d. Will a formal briefing be required of the contractor at oral discussions, or will the oral discussions be similar to previous TSEP orals, which were in more of a question and answer format?

Answer 39

- a. The schedule for this procurement is totally dependent on the number of proposals received by JPL. JPL currently anticipates that oral discussions will be held at JPL during August and September 1999.
- b., c. JPL will specify proposer personnel by name who should participate in oral discussions. There are currently no limits on the number of proposer personnel invited to attend.
- d. No formal briefing will be permitted. Oral discussions will be held in accordance with the RFP General Instructions, paragraph 13.1.4.

40. Question

Reference page 2 of 2, Attachment A-1, Question #9. This question requests that we provide information regarding our GSA FSS contract. Is there an expectation that some of the requirements may be fulfilled utilizing a GSA FSS contract?

Answer 40

No

41. Question

In determining Type I or Type II bidding category, what is your minimum number of personnel required to qualify for a job title?

Answer 41

JPL has no specific minimum requirement now for each labor classification.

42. Question

Are Type I labor categories required to have active secret-level clearance?

Answer 42

The Type I contractor must have a facility clearance at the secret level. A small subset of the contractor employees supplied may need secret clearance.

43. Question

General Instruction 3.1.1 requires electronic form submission of all volumes in Word 95 or higher format. For the cost volume, much of the data is more appropriately input into a spreadsheet. Are we to convert the spreadsheets to tables within Word, embed the spreadsheets in the Word document, or submit spreadsheets separately to ease evaluation?

Answer 43

Excel spreadsheets are acceptable. Refer to Answer 28.

44. Question

General Instruction 3.1.2.4: Is the minimum font size applicable to cost volume tables, exhibits, and other numerical data presentations? The "Determination of Price --Rate Detail" Table, Attachment A-18, will not accommodate the specified font size in 3.1.2.4.

Answer 44

JPL will accept the font currently provided in the Group A Attachments templates.

45. Question

Volume I, Instructions 1.1: Paragraph 1 of this subpart notes that Specimen Contract Special Provision 17 requires benefits to remain comparable to or greater than those in the proposal. Attachment A-18 requires benefit expense as a percent of labor. Will comparability of benefits during execution of the contract be based on costs to the contractor? If not, how will comparability be assessed?

Answer 45

It is the intent of the RFP that contractor personnel benefits shall remain substantially equal to or better than proposed during the period of performance. Therefore, to clarify this intent, Article 4, "Special Provisions, paragraph 17.0 has been modified as follows:

"17.0 The Contractor agrees that the contractor-paid benefits, to be provided to direct-charge employees working under this Contract, shall be comparable to or greater than those specified in the Contractor's proposal dated \_\_\_\_\_. Those portions of the Contractor's proposal related to such benefits are hereby incorporated by reference and made a material part of this Contract."

46. Question

- a. If different benefits are provided to different classes of employees, how should the class distinctions be identified in the table?
- b. Are we to include in this table only benefits available to both SCA and non-SCA employees?
- c. Is removal of Example information considered a "change or alteration to the Table 1 general format"?

Answer 46

- a. Refer to Management Proposal Instructions, Proposed Benefits Summary Table 1, "Identify plan/benefit coverage options *made available to your general employee population. This includes both SCA and non-SCA employees.*"
- b. Include benefits available to your general employee population. Any differences between SCA and non-SCA plan/benefits should be clearly annotated.
- c. See Answer 25 in Addendum No. 2.

47. Question

Volume II Instructions - 1.F and Specimen Contract Article 3, paragraph 14.0: Will contractors be reimbursed for indirect burden on ODCs if such burdening is standard within their DCAA-approved accounting systems?

Answer 47

Yes.

48. Question

Will SBA-certified small disadvantaged businesses (SDBs) receive a price preference in

accordance with FAC 97-06?

Answer 48

No. The FAC 97-06 does not apply to acquisitions set aside for small business.

49. Question

Does JPL have any preferences for the binding?

Answer 49

No.

50. Question

Attachment B-4 instructs us to indicate in our proposal our choice of either Patent Rights or Patent Agreement. Where and in which of the three volumes should this information appear?

Answer 50

Indicate your choice in your proposal transmittal letter.

51. Question

In Attachment A-1 Acknowledgment, there is the note: Failure to acknowledge receipt of all Addenda may result in your offer being rejected. Does this mean that we are expected to access the TSEP RFP website to keep daily pace with this information? What is the latest date that Addenda may be added to this site? When is the earliest that a proposal may be submitted? In light of this, what if addenda are added AFTER our submission?

Answer 51

See Answer 27 in Addendum 2. JPL anticipates that there will be no responses to questions after approximately June 11, 1999

52. Question

Since workers comp insurance is based on the class codes established at the job site where the work is performed, will you provide us with all workers comp class codes that would pertain to potential TSEP contractors working at your Pasadena location? Is it possible to correlate these codes to actual job titles?

Answer 52

JPL has provided data characterizing the current TSEP contractor workforce. Consult your insurance department or insurance consultant to correlate JPL data with worker's compensation class codes.

53. Question

Will bidders be allowed to self-certify their small business status, or will JPL require proof that they meet the criteria set forth in the RFP?

Answer 53

The certification specified in Attachments A-1, "Acknowledgment," and A-6, "Notice of Total Small Business Set-Aside," are self certifications. Misrepresentations of small business

size status can result in criminal and administrative sanctions.

**54. Question**

Your specimen contract states that non-SCA employees will not be paid an overtime premium. U.S. and California law requires that overtime premium be paid in certain instances for non-SCA employees. Will JPL allow companies to bill for overtime premium when these situations occur?

**Answer 54**

For added clarity, Article 3, "Ceiling Price Rates and Reimbursements," paragraph 8.2, page K, of the Specimen Contract has been revised to add the word "exempt" as shown below:

"8.2 For exempt personnel not subject to provisions of the Service Contract Act, the Contractor shall be reimbursed no more than straight time for any hours worked over 40 hours in a work week, and for personnel who are subject to the provisions of the Service Contract Act, the Contractor shall be reimbursed no more than time and one half or double-time, as appropriate, for any hours worked over 40 hours in a work week."

(See also Answer 33.)

**55. Question**

What will happen to the contract employees working on the current TSEP contract if their company is not awarded as a new TSEP contract?

**Answer 55**

Past experience shows that most of the employees on present TSEP contracts may be released by the existing contractors and hired by the new contractors.

**56. Question**

Section 11.0 of the General Instructions of the RFP states the Mandatory Qualification Criterion. Can that number be satisfied by the combined numbers of a multi-company team.

**Answer 56**

No.

**57. Question**

Regarding General Instruction 8.0, Independent Subcontractors, are subcontracts to wholly owned subsidiaries permissible?

**Answer 57**

No.

**58. Question**

Reference Page 1 of 3 (last paragraph), Vol. II, and Article 3, paragraph 3 of the Specimen Contract. These sections estimate that the contractor will need to provide working space for 15 to 40 employees at a contractor-provided facility; if the number of employees falls outside that range for a period of 6 months, there may be an equitable adjustment.

1. We interpret these sections to mean that if there is a requirement to provide work space for less than 15 employees for a period of 6 months, the contractor may seek an equitable adjustment to compensate the contractor for the vacant space. Is this interpretation correct?
2. Both sections contain a statement to the effect that if there are no (i.e., "zero") employees working on a contractor-provided site, the contractor assumes complete financial responsibility for all facility-related costs. Does this mean that the contractor may seek an adjustment if they have from 1 to 14 employees during a 6-month period, but may not seek an adjustment if there are no employees at the site? Please clarify.

Answer 58

No. Article 3, Paragraph 3 of the Specimen Contract states that an equitable adjustment may be requested and negotiated by either party, if after six consecutive months the number of personnel working at the Contractor's Facility is outside of the range of 15 through 40 persons. The item affected by this headcount variation is the Total Indirect Expense rate. Outside of the usual fluctuations in headcount, if the number of personnel working at the Contractor's Facility consistently remains above 40 or below 15 for a consecutive six month period then the Total Indirect Expense rate may be subject to re-negotiation for a future period. JPL's acquisition of contractor personnel remains subject to competitive market forces. JPL assumes no liability for any costs outside of those negotiated and specifically defined in the Specimen Contract. If the number of personnel working at the Contractor's Facility falls below 15 for a consecutive six-month period and the resulting Total Indirect Expense rate becomes prohibitively expensive (as would unequivocally be the case with zero employees) JPL could not acquire support effort personnel at non-competitive rates. The intention of Article 3, Paragraph 3 is to provide limited structure within which the Total Indirect Expense rate can be developed and a contract vehicle for competitive revisions to that rate if necessary. Ultimately, the cost risk for administering the contractor facility remains with the contractor.

59. Question

Attachment A-18, page 1 of 3, item (B), 1(d) requires the average employee contribution to the benefit package. Is the employee contribution only medical/health care?

Answer 59

In reference to Volume I, Management, Table 1, include all employee contribution amounts to any applicable benefits proposed, with the exception of the Retirement and Stock Option Programs and the Flexible Spending Accounts.

60. Question

Attachment A-18, page 3 of 3, column D requires the average/hr employee contribution to benefit package. How is the rate calculated? Do you take the total of the weighted average results for the table under Attachment A-18, page 1 of 3, item (B), 1., (d) and divide by 2,080 hours (weekday hours in a year including holidays), or do you divide by a productive year (2,080 less holidays and leave)?

Answer 60

Assume all full time employees and utilize 2,080 hours per year.

61. Question

Can the mark-up be bid as benefited and non-benefited?

Answer 61

No, a single “benefited” rate must be proposed. If an individual employee elects to receive cash in lieu of benefits, that will be administered by you internally and will not be evident within the JPL billing rate structure.

62. Question

Volume II Instructions - 1.D: The indirect expense percent includes certain components that are directly proportionate to the wages paid (e.g., FICA, FUTA, SUTA, Pension, etc.). If an employee is paid time-and-a-half or doubletime, these expenses increase as well as the wage. Is the contractor expected to bear this additional burden without reimbursement? If so, will JPL provide an estimate of expected overtime by labor category?

Answer 62

JPL cannot provide a specific estimate of expected overtime or double-time usage.

In reference to the simplified example provided below, JPL acknowledges that overtime and double-time hours include an increase in certain cost elements (e.g., FICA, FUTA) but also acknowledges that there will be a corresponding decrease, in most cases to zero, of other “fixed” cost elements (e.g. vacation, holiday, administrative expense, facility expense). Depending on how a company’s rate is structured, an overtime or double-time hour can result in a small net gain, a small net loss or a wash. With consideration for the small net differences JPL considers the cost to both JPL and the contractor of negotiating, tracking, administering, billing and auditing three sets of indirect rates (i.e., straight time, overtime, and double-time) to be prohibitive.

		<b>Example</b>		
		<u>Straight Time</u>	<u>Overtime</u>	<u>Double Time</u>
Direct Labor \$/ Hour		\$10.00	\$15.00	\$20.00
Taxes/Workers Comp	9.0%	\$ .90	\$ 1.35	\$ 1.80
Vacation/Holiday	9.2%	\$ .92	\$ -	\$ -
<u>Administrative/Fee</u>	<u>11.8%</u>	<u>\$ 1.18</u>	<u>\$ -</u>	<u>\$ -</u>
Total Incurred	30.0%	\$ 3.00	\$ 1.35	\$ 1.80
Total Reimbursed		\$ 3.00	\$ 3.00	\$ 3.00
Net Gain/<Loss>		\$ 0	\$ 1.65	\$ 1.20

63. Question

In Volume II, are we to develop a Billing Rate Development Table and a Billing Rate Breakdown Table similar to the ones shown on page 3 of 3 (Vol. II Cost Instructions) that use the rates we have determined (A-18 page 3) for each of the job types listed on that page?

Answer 63

No. The billing rate development and breakdown tables were given to provide clarification as to how your proposed rates would be utilized by JPL in developing the negotiated billing



rate structure, if you are selected for negotiations. Proposers must complete the certification on Attachment A-18, page 2, and all information requested on page 3 of this Attachment.

64. Question

Attachment A-18: Under previous TSEP contracts, rates were developed for benefited and non-benefited employees. The current A-18 form will not accommodate such a distinction. Is it JPL's intent to eliminate this distinction? If not, how should the different rates be presented?

Answer 64

Yes, it is JPL's intention to eliminate this distinction. Only benefited rate structures must be proposed in accordance with Attachment A-18. If an individual employee receives cash in lieu of benefits, that will be administered by you internally and will not be evident within the JPL billing rate structure.

Sincerely yours,

Mary L. Johnson  
Member Acquisition Staff